

Richard DiBenedetto
3 Loller Drive
Martinsville, NJ 08836
732-537-9552
Defendant Pro Se

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U.S. DISTRICT COURT

2009 SEP -1 P 2:26

	:	United States District Court
	:	District of New Jersey
WALSH SECURITIES, INC :	:	
Plaintiff :	:	Civil Action No.: 97-3496 (DRD)(MAS)
	:	
Vs. :	:	
CRISTO PROPERTY :	:	
MANAGEMENT, ET AL :	:	
	:	ANSWER TO FOURTH AMENDED
	:	COMPLAINT AND SEPARATE DEFENSES
Defendants :	:	

Answering Defendant, Richard DiBenedetto, by way of Answer to the Fourth Amended Complaint, says:

1. Neither admitted nor denied but leave Plaintiff to its proofs;

PARTIES

2. Neither admitted nor denied but leave Plaintiff to its proofs;
3. Neither admitted nor denied but leave Plaintiff to its proofs;
4. Neither admitted nor denied but leave Plaintiff to its proofs;
5. Neither admitted nor denied but leave Plaintiff to its proofs;
6. Neither admitted nor denied but leave Plaintiff to its proofs;
7. Neither admitted nor denied but leave Plaintiff to its proofs;
8. Neither admitted nor denied but leave Plaintiff to its proofs;
9. Neither admitted nor denied but leave Plaintiff to its proofs;
10. Neither admitted nor denied but leave Plaintiff to its proofs;
11. Neither admitted nor denied but leave Plaintiff to its proofs;
12. Neither admitted nor denied but leave Plaintiff to its proofs;

13. Admitted;
14. Neither admitted nor denied but leave Plaintiff to its proofs;
15. Admitted;
16. Neither admitted nor denied but leave Plaintiff to its proofs;
17. Denied;
18. Neither admitted nor denied but leave Plaintiff to its proofs;
19. Neither admitted nor denied but leave Plaintiff to its proofs;
20. Neither admitted nor denied but leave Plaintiff to its proofs;
21. Neither admitted nor denied but leave Plaintiff to its proofs;
22. Neither admitted nor denied but leave Plaintiff to its proofs;
23. Neither admitted nor denied but leave Plaintiff to its proofs;
24. Neither admitted nor denied but leave Plaintiff to its proofs;
25. Neither admitted nor denied but leave Plaintiff to its proofs;
26. Neither admitted nor denied but leave Plaintiff to its proofs;
27. Neither admitted nor denied but leave Plaintiff to its proofs;
28. Neither admitted nor denied but leave Plaintiff to its proofs;
29. Neither admitted nor denied but leave Plaintiff to its proofs;
30. Neither admitted nor denied but leave Plaintiff to its proofs;
31. Neither admitted nor denied but leave Plaintiff to its proofs;
32. Neither admitted nor denied but leave Plaintiff to its proofs;
33. Neither admitted nor denied but leave Plaintiff to its proofs;

JURISDICTION

34. Denied. The allegations of paragraph 34 are conclusions of law to which no responsive pleading is required.

VENUE

35. Denied. The allegations of paragraph 35 are conclusions of law to which no responsive pleading is required.

INTRODUCTION

36. Denied;

37. Denied;

38. Neither admitted nor denied but leave Plaintiff to its proofs;

39. Neither admitted nor denied but leave Plaintiff to its proofs;

FACTUAL ALLEGATIONS

40. Neither admitted nor denied but leaves Plaintiff to its proofs;

41. Neither admitted nor denied but leaves Plaintiff to its proofs

42. Neither admitted nor denied but leaves Plaintiff to its proofs

43. Neither admitted nor denied but leaves Plaintiff to its proofs;

44. Neither admitted nor denied but leaves Plaintiff to its proofs

45. Neither admitted nor denied but leaves Plaintiff to its proofs;

46. Neither admitted nor denied but leaves Plaintiff to its proofs;

47. Neither admitted nor denied but leaves Plaintiff to its proofs;

48. Neither admitted nor denied but leaves Plaintiff to its proofs;

49. Neither admitted nor denied but leaves Plaintiff to its proofs;

50. Neither admitted nor denied but leaves Plaintiff to its proofs;

51. Neither admitted nor denied but leaves Plaintiff to its proofs

TITLE INSURANCE AND ITS ROLE IN REAL ESTATE TRANSACTIONS

- 52. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 53. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 54. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 55. Neither admitted nor denied but leaves Plaintiff to its proofs;

THE NEW JERSEY MORTGAGE LOAN FRAUDS

- 56. Neither admitted nor denied but leaves Plaintiff to its proofs;

THE CRISTO ENTERPRISE

- 57. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 58. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 59. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 60. Denied;

THE PATTERN

- 61. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 62. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 63. Neither admitted nor denied but leaves Plaintiff to its proofs;

CONSEQUENCES VISITED UPON WALSH

- 64. Neither admitted nor denied but leaves Plaintiff to its proofs;
- 65. Denied. Walsh Securities, as an ongoing fraudulent mortgage bank whose executives and owners were involved in the frauds, had no value whatsoever.

COUNT I

- 66. Defendant repeats and affirms every answer of Paragraphs 1 through 65 as if fully set forth herein.

67. Denied.

68. Denied.

69. Denied

70. Neither admitted nor denied but leaves Plaintiff to its proofs;

71. Denied.

72. Neither admitted nor denied but leaves Plaintiff to its proofs;

73. Denied.

74. Denied. Plaintiff was involved in the scheme from the beginning and therefore has no standing.

WHEREFORE, Defendant Richard DiBenedetto requests dismissal of these claims as they relate to him.

COUNT II

75. Defendant repeats and affirms every answer of Paragraphs 1 through 74 as if fully set forth herein.

76. Neither admitted nor denied but leaves Plaintiff to its proofs;

77. Neither admitted nor denied but leaves Plaintiff to its proofs;

78. Neither admitted nor denied but leaves Plaintiff to its proofs;

79. Denied; Walsh Securities does not have nor maintain a business reputation other than a fraudulent mortgage bank.

WHEREFORE, Defendant Richard DiBenedetto requests dismissal of these claims as they relate to him.

COUNT III

80. Defendant repeats and affirms every answer of Paragraphs 1 through 79 as if fully set forth herein.

81. Denied.

82. Neither admitted nor denied but leaves Plaintiff to its proofs;

83. Denied.

84. Denied.

85. Denied.

WHEREFORE, Defendant Richard DiBenedetto requests dismissal of these claims as they relate to him.

COUNT IV

86-91 The allegations contained in paragraphs 86-91 do not relate to the Answering Defendant.

COUNT V

92-100 The allegations contained in paragraphs 92-100 do not relate to the Answering Defendant.

COUNT VI

101-110 The allegations contained in paragraphs 101-110 do not relate to the Answering Defendant.

COUNT VII

111-113 The allegations contained in paragraphs 111-113 do not relate to the Answering Defendant.

COUNT VIII

114-116 The allegations contained in paragraphs 114-116 do not relate to the Answering Defendant.

WHEREFORE, Answering Defendant Richard DiBenedetto respectfully request that judgment be entered into his favor and against Plaintiff dismissing the Fourth Amended Complaint, together with costs of suit.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs officers, agents and employees participated and profited in the scheme alleged in the Fourth Amended Complaint.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims against Answering Defendant are barred by their own conspiratorial fraud.

THIRD AFFIRMATIVE DEFENSE

The Fourth Amended Complaint fails to state a claim upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff is estopped from the prosecution of this litigation due to its unclean hands.

**ANSWER TO CROSS-CLAIM FOR CONTRIBUTION AND
INDEMNIFICATION**

FIRST COUNT

1. Answering Defendant Richard DiBenedetto denies any liability to Plaintiff, but if it is determined that Answering Defendant or any one of them is liable to Plaintiff in any respect, such liability is secondary, passive and vicarious.
2. Answering Defendant Richard DiBenedetto is entitled to indemnification from other answering Defendants.

WHEREFORE, Answering Defendant Richard DiBenedetto demands judgment of indemnification in his favor and against all Defendants together with costs of suit and attorney's fees and other relief that the Court may deem equitable and just.

SECOND COUNT

3. Answering Defendant Richard DiBenedetto repeats each of his answers contained in the Crossclaim.
4. Answering Defendant Richard DiBenedetto denies any liability to Plaintiffs but if it is determined that Answering Defendant are liable to plaintiff in any respect Answering Defendant Richard DiBenedetto demands contribution from all defendants pursuant to the provisos of the New Jersey Joint Tortfeasors Act, N.J.S.A. 2A:53A-1 et seq., and all other statutory or common laws which may be applicable with respect to any and all damages that may be assessed against Answering Defendant.


WHEREFORE, Answering Defendant Richard DiBenedetto demands judgment of contribution in his favor and against all Defendants together with costs of suit and attorney's fees and other relief that the Court may deem equitable and just.

THIRD PARTY COMPLAINT

1-4 The allegations contained in the Third Party Complaint do not relate to the Answering Defendant.

WHEREFORE, Answering Defendant Richard DiBenedetto demands judgment of indemnification in his favor and against all Defendants together with costs of suit and attorney's fees and other relief that the Court may deem equitable and just.

Dated: August 20, 2009



Richard DiBenedetto
Defendant Pro Se

3 Loller Drive
Martinsville, NJ 08836

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District of New Jersey
M.L. King Jr. Federal Bldg.
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